

BIDDER: Dependable Fire Equipment



COOK COUNTY GOVERNMENT

Office of the Chief Procurement Officer

CONTRACT FOR SERVICE

DOCUMENT NO. 1545-14884

**INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR
FIRE FIGHTING SYSTEMS
FOR
COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT**

**BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON
WEDNESDAY, DECEMBER 11, 2015 AT 10:00 A.M. CENTRAL STANDARD TIME
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602**

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

**Questions regarding this Bid should be directed to:
Dan Gizzi, Specifications Engineer III
EMAIL: DAN.GIZZI@COOKCOUNTYIL.GOV.or (312) 603-6825**

FEB 10 2016

**Toni Preckwinkle
Cook County Board President**

**Shannon E. Andrews
Chief Procurement Officer**

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IB-01 DEFINITIONS

- A. **BIDDER** shall mean any Person who submits a Bid.
- B. **BID COVER PAGE** shall mean the general description of the required services, goods, equipment, or supplies, the contact information of the assigned Contract Negotiator or Specification Engineer in the Office of the Chief Procurement Officer, and shall include the date, time and place for both the submission of Bid Proposals and the opening of the Bid Proposals.
- C. **BID or BID PROPOSAL** shall mean a response to the Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- D. **BID DOCUMENTS** means the documents, specifications, forms and other information necessary and required for a Bid.
- E. **BID NOTICE** means the notice from the CPO regarding a Procurement which shall include: a general description of the Procurement; information necessary to obtain the Bid Documents; and the date, time and place for both the submission of Bids and the opening of the Bids.
- F. **CONTRACT** shall mean any written document to make Procurements by or on behalf of Cook County.
- G. **CONTRACT DOCUMENTS** shall mean collectively the Bid Cover Page, legal advertisement, Bid Notice, Bid Documents, Bid, Economic Disclosure Statement, MBE/WBE Utilization Plan and any other document required by the Chief Procurement Officer. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- H. **VENDOR** shall mean the Person that enters into a Contract with the County.
- I. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- J. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.
- K. **CHIEF PROCUREMENT OFFICER or CPO** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Cook County Procurement Code, Chapter 34, Article IV, Division I.
- L. **OCPO** shall mean the Office of the Chief Procurement Officer of Cook County.
- M. **PERSON** shall mean any individual, corporation, partnership, Joint Venture, trust association, Limited Liability Company, sole proprietorship or legal entity.
- N. **PROCUREMENT** shall mean obtaining supplies, equipment, goods or services of any kind.
- O. **SPECIFICATIONS** shall mean the description of the services, work, goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.
- P. **USING AGENCY** shall mean the departments or agencies within Cook County government including elected officials.

IB-02 PREPARATION OF EDS AND EXECUTION DOCUMENT

- A. The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) Economic Disclosure Statement and Execution Documents ("EDS"), all with original signatures. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal. Bid Proposals and EDS which are not properly signed may be rejected.
- B. If the Bidder is a corporation, the President and Secretary must execute the EDS. In the event that this Bid Proposal is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws, resolution or other authorization by the Corporation, satisfactory to the County that permits the person to execute Bid Proposal for said corporation. If the corporation is not incorporated in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- C. If the Bidder is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority, satisfactory to the County, must be submitted. If the Bidder is a joint venture, attach a copy of the joint venture agreement.
- D. If the Bidder is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Bidder is a manager-managed LLC, the manager(s) must execute the Bid Proposal. The Bidder must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- E. If the Bidder is a Sole Proprietorship, the sole proprietor must execute the EDS.
- F. A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012) and documentation evidencing registration must be submitted with the EDS.

IB-03 SITE INSPECTION CERTIFICATE

The Bidder shall inspect the job-site to become familiar with the conditions related to the work or services and the requirements set forth in the Bid Documents. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the work or services as required by the Contract Documents.

When required as mandatory in the Contract Documents, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by the County. If the Contract Documents provide that inspection of the site is mandatory, a Bidder's failure to attend all of the required site inspections shall render the Bid Proposal non-responsive.

IB-04 BID DEPOSIT

When required in the Contract Documents, the Bid Proposal shall be accompanied by, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best Company Inc., Moody's Investor Services, Standard & Poor's Corporation or similar rating agency. The surety must be licensed by the State of Illinois d.

IB-04 BID DEPOSIT (con't)

Department of Insurance and be listed in the current U.S. Treasury Circular 570 when federal funds are being used. Failure to submit the bid deposit shall constitute a non-responsive Bid Proposal and such Bid Proposal shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-15 and IB-17, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

The bid deposit of all bidders will be returned, with the exception of the apparent lowest responsive and responsible Bidder, after the County has awarded the Contract. The bid deposit of the lowest responsive and responsible Bidder will be returned after the Contract has been awarded and the Bidder has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

IB-05 EXCEPTIONS AND ADDENDUM

The County will not provide oral answers to questions concerning Bid Documents before or subsequent to the award of a Contract. If an interpretation or clarification of the Bid Document is desired by the Bidder or if the Bidder intends to request a deviation to the Specifications, the Bidder shall submit questions or request for the deviation to the Specifications to the Chief Procurement Officer prior to the date for inquiries set forth in the Special Conditions. The Chief Procurement Officer will answer questions or requests for deviations to the Specifications by issuing an Addendum which shall be available to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception to the Specification shall be deemed rejected. The Chief Procurement Officer shall reject any Bid containing deviations or exceptions to the Specifications not previously accepted through a written Addendum. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. The Bidder's failure to acknowledge in writing any issued addenda may result in the CPO finding the Bid non-responsive and rejecting the Bid. The OCPO shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after the Bid Opening.

All written requests for clarifications, deviations or exceptions shall be addressed to the Specification Engineer or Contract Negotiator listed on the Bid Cover Page:

If the apparent lowest Bidder takes exceptions or deviations to the General Conditions, which are submitted with the Bid, the CPO shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exceptions or deviations to be material.

IB-06 BIDDER REPRESENTATIONS AND WARRANTIES

The submission of a Bid shall constitute a representation and warranty that: (i) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the required goods, equipment, supplies or services; (ii) Bidder and all laborers, employees or subcontractors it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subVendors have relied on any verbal representations from the County, or any of the County's employees, agents, or consultants, in preparing the Bid.

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the Bid in a sealed envelope and shall cause the Bid to be delivered to The Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the Bid. The sealed envelope submitted by the Bidder shall have the Bid label, set forth herein, or shall have the following information on the face of the envelope: Bidder's name, address, subject matter of Bid, Bid or Contract number, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the Contract Documents.

IB-08 BID PROPOSALS TO CONFORM TO BID DOCUMENTS

The County will not entertain or consider any Bids: (i) received after the exact time specified in the Bid; (ii) not accompanied by the required bid deposit; or (iii) in any other way failing to comply fully with the conditions stated in the Bid.

IB-09 COMPETENCY OF BIDDER

No Contract shall be awarded to a Bidder that is in arrears or is in default to the County upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous contract with the County.

IB-10 LOCAL BUSINESS PREFERENCE

The Chief Procurement Officer shall, for all Procurements funded solely with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the Bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

"Local business" shall mean a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

IB-11 RE-ENTRY EMPLOYMENT EARNED CREDITS

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the Vendor and all subVendors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

IB-12 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of Contract.

IB-13 ELIGIBLE BID PREFERENCE FOR VBEs and SDVBEs

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBEs") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

IB-14 PUBLIC WORKS

For all Public Works Projects, the Bidder shall comply with Section 34-190 of the Cook County Procurement Code, which requires that Public Works Contracts having an estimated contract price of \$100,000 or more, where not otherwise prohibited by Federal or State law, shall have at least 50 percent of the total hours worked on the site by employees of the Vendor and subVendors shall be performed by residents of the County.

All Bid Proposals for Public Works Construction shall be evaluated to determine, whether the Bidder is responsible, in accordance with Section 34-145 of the Cook County Procurement Code. In accordance with Section 34-145 the CPO shall determine whether the Bidder: (i) is authorized to do business in Illinois and the County; (ii) has, as applicable, a Federal Employer Identification Number or Social Security; (iii) meets any applicable insurance requirements in the Bid Document; (iv) has certified that it is in compliance with all provisions of the Illinois Prevailing Wage Act, and State and Federal equal employment opportunity laws; (v) has certified that it participates in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; (vi) contractually requires any subVendor to participate in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; and (vii) has agreed to provide Certified payrolls as specified in the Illinois Prevailing Wage Act.

IB-15 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Bid and/or to withdraw or cancel the Bid or to issue a new Bid, i.e., "rebid" prior to award of the Contract.

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Female Owned Business Ordinance.

The Chief Procurement Officer reserves the right to make corrections, after receiving the Bids, to any clerical error apparent on the face of the Bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line items reveals a calculation error, the Unit Price will prevail.

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her discretion and authority is deemed materially unbalanced.

IB-16 WITHDRAWAL OF BID PROPOSALS

Bidders may withdraw their Bid Proposals at any time prior to the time specified in the Bid as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid Proposal for a period of ninety (90) calendar days after said advertised Bid Opening.

IB-17 NOTICE OF AWARD

The Chief Procurement Officer shall notify the successful Bidder, in writing, of award of the Contract by the County within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Award, the Vendor shall promptly secure, execute and deliver to the Chief Procurement Officer any documents required herein.

IB-18 BID DISPUTES

Section 34-136 of the Cook County Procurement Code permits Bidders to file protests. Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO, within three business days after the date upon which the CPO posts the recommended Bid for award or execution on the County's website. The bid protest must specify why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protester believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Section 34-136(d), and IB-05, Communications with the County regarding competitive bidding process, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision concerning the bid protest, unless the Using Agency responds in writing and sufficiently demonstrates that (i) the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm.

The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid. Any CPO decision concerning bid protests shall be final.

IB-19 PERFORMANCE AND PAYMENT BOND

When required in Bid Documents, the successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the County Form, a specimen of which shall be provided. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty, or have such ratings as specified in the Contract Documents.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the County may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and reject the Bid. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the County will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

IB-20 PRICES FIRM

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the term of the Contract, except as otherwise provided in these Contract Documents.

IB-21 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bid Proposals.

IB-22 CATALOGS

Each Bidder shall submit in TRIPLICATE, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the goods, equipment, supplies or services.

IB-23 AUTHORIZED DEALER/DISTRIBUTOR

For goods, equipment and supplies, the Bidder must be one of the following: (i) the manufacturer; (ii) an authorized dealer/distributor; or (iii) able to promptly secure the necessary genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.), along with any necessary schematics or drawings to fulfill the contractual obligations. With respect to the purchase of vehicles, or services related to vehicles, the Specifications or Special Conditions may require that the Bidder be an authorized dealership of the manufacturer. The Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product re-call notices, etc. Proof of ability to transfer product warranty to the County is to be submitted with the Bid Proposal.

IB-24 TRADE NAMES

In cases where an item is identified by a manufacturer's name, brand name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an alternate but equivalent item, unless the Bidder has proposed and the County has accepted the alternate but equivalent item.

Unless the Bid states that no substitute shall be allowed, the reference to a manufacturer's name, brand name, trade name, catalog number, or reference is intended to be descriptive and not restrictive and to indicate to prospective Bidders articles that shall be satisfactory. Bid Proposals for other manufacturer names, brand names, trade names, catalog numbers or references shall be considered, provided each Bidder states on the face of the Bid Proposal what alternate, but equivalent items are being proposed.

If the Bidder proposes alternate, but equivalent, items, the Bidder must provide the following: (i) product identification, including manufacturer's name and address; (ii) manufacturer's literature identifying the product description, reference standards and performance and test data; (iii) samples, as applicable; and (iv) itemized comparisons of the proposed alternate items listing significant variations. If a Bidder proposes alternate items, it warrants and represents that in making a formal request for substitution that: (i) the proposed alternate item is equivalent to or superior in all respects to the item specified in the Bid; and (ii) that the same warranties and guarantees will be provided for the proposed alternate items as those specified in the Bid. The CPO may, in his or her sole discretion accept an alternate item for a specified item, provided the alternate items so bid is, in the CPO's sole opinion the equivalent of the item specified in the Bid. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the Bid.

IB-25 SAMPLES

Bidders may be asked upon request of the Chief Procurement Officer, including subsequent to the Bid Opening, to furnish and deliver a representative sample sufficient to effectively evaluate each item listed in the Bid Proposal. All samples must be delivered F.O.B. DESTINATION, FREIGHT PREPAID to an identified delivery location within five (5) business days of the request. Samples submitted must be identical to those specified in the Bid Proposal. Submission of other than the samples reflected in the Bid Proposal or failure to furnish samples within the required time period shall be cause for rejection of the Bid Proposal. All samples are subject to mutilation and will not be returned. Bidders shall bear the cost of any samples and shipping or delivery costs related thereto.

IB-26 NOTICES

All communications and notices between the County and Bidders regarding the Bid Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid, or via e-mail. Notices to the Bidders shall be addressed to the name and address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602.

IB-27 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This is a competitive Bid of Cook County government subject to laws and ordinances governing public bids and contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal or the performance of the Contract. If the Bidder observes that any of the Bid Documents are at variance with any laws, ordinances, regulations or codes, it shall promptly notify the Chief Procurement Officer in writing and if necessary an addendum shall be issued by the Chief Procurement Officer.

IB-28 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

IB- 29 CREDIT CARD PAYMENTS

The County has implemented a Prompt Payment Program (the "E-Payables Program"). Bidders who voluntarily participate in the Program will receive prompt payments via the County's Visa Purchasing Card. In order to participate in the Program, Bidders must submit the E=Payables Enrollment Form to the Cook County Comptroller's Office. A description of the Program is attached for informational purposes. Notwithstanding the foregoing, the County has no duty or obligation to process prompt payments to Bidders. The County reserves its right to discontinue the Program at any time. The County will not provide a bid incentive or preference to Bidders who participate in the Program.

IB-30 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE ORDINANCE

Cook County has adopted the Minority and Women Owned Business Enterprise Ordinance (the "Ordinance"). The Ordinance establishes annual participation goals for Minority and Women Owned Business Enterprises. The requirements of the Ordinance, as well as the documents the Bidder must submit are set forth in GC-19. The Bidder's failure to submit the MBE/WBE Utilization Plan, as more fully described in GC-19 shall render the Bid non-responsive.

IB-31 COOK COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

Cook County has adopted the Cook County Recycled Product Procurement Policy. In accordance with the Policy, Cook County encourages the use of recycled paper and paper products, whenever practicable. The Bidder shall use recycled paper, except where the specialized nature of certain materials (such as photographs) requires otherwise, and all documents shall be printed two-sided unless two-sided printing is not practicable.

IB-32 ESTIMATED QUANTITIES

Unless expressly stated in the Specifications, Special Conditions, or Proposal page(s) any quantities stated in this Bid represent estimated usage and as such are for bid canvassing purposes only. The County reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as an intent or obligation on the part of the County to purchase any goods, equipment, supplies or services beyond those determined by the County to be necessary to meet its needs.

END OF SECTION

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GENERAL CONDITIONSGC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Vendor from his obligations or change the terms of the Contract. The Vendor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Vendor shall have no effect on the County and are null and void.

The Vendor shall identify any and all Vendors and subVendors it intends to use in the performance of the Contract by completing the Identification of SubVendor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Vendor will only subcontract with competent and responsible SubVendors. The Chief Procurement Officer may require in his or her sole discretion, that the Vendor provide copies of all contracts with subVendors.

The Vendor and its employees, Vendors, subVendors, agents and representatives are, for all purposes arising out of this Contract, independent Vendors and are not employees of the County. It is expressly understood and agreed that the Vendor and its employees, Vendors, subVendors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Vendor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Vendor, or the acts or omissions of the officers, agents, employees, Vendors, subVendors, licensees or invitees of the Vendor. The Vendor expressly understands and agrees that any Performance Bond or insurance protection required of the Vendor, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Vendor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Vendor, after notice has been given by the County to the Vendor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO VENDORS AND SUBVENDORS

All invoices submitted by the Vendor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Vendor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Vendor shall not be entitled to invoice the County for any late fees or other penalties.

GENERAL CONDITIONSGC-04 PAYMENT TO VENDORS AND SUBVENDORS (con't.)

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Vendor to the County.

The Vendor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Vendor certifies that all itemized entries set forth in the invoices are true and correct. The Vendor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Vendor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Vendor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Vendor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Vendor must make payment to its subVendors within 15 days after receipt of payment from the County, provided that such subVendor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Vendor with all of the documents and information required of the Vendor. The Vendor may delay or postpone payment to a subVendor when the subVendor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Vendor is acting in good faith, and not in retaliation for a subVendor exercising legal or contractual rights.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Vendor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 PRICE REDUCTION

If at any time after the Contract award, Vendor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 VENDOR CREDITS

To the extent the Vendor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Vendor shall report any such credits to the Chief Procurement Officer.

GENERAL CONDITIONSGC-09 DISPUTES

Any dispute arising under the Contract between the County and Vendor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Vendor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Vendor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 CONTRACT AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Vendor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

GC-11 DEFAULT

Vendor shall be in default hereunder in the event of a material breach by Vendor of any term or condition of this Contract where Vendor has failed to cure such breach within ten (10) days after written notice of breach is given to Vendor by the County, setting forth the nature of such breach.

A material breach of the contract by the Vendor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Vendor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;

GENERAL CONDITIONSGC-11 DEFAULT (con't.)

8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Vendor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Vendor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Vendor prior written notice of its intent to terminate. Following notice of breach to Vendor, the County reserves the right to withhold payments owed to Vendor until such time as Vendor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 VENDOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Vendor shall have the right to terminate this Contract providing, however, that Vendor shall give the County thirty (30) days prior written notice of termination.

Vendor shall have the right to pursue all remedies available in law or equity. In all cases the Vendor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

GC-14 DELAYS

Vendor agrees that no charges or claims for damages shall be made by Vendor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTSWaiver of Subrogation

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

Insurance Requirements of the Vendor

No later than the effective date of this Contract, the Vendor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

GENERAL CONDITIONS**GC-15 INSURANCE REQUIREMENTS (con't.)**

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from its performance of this Contract. The insurance purchased and maintained by the Vendor shall be primary and not excess or pro rata to any other insurance issued to the County.

Vendor shall require all subVendors to provide the insurance required in this Contract, or Vendor may provide the coverages for the subVendors. All subVendors are subject to the same insurance requirements as Vendor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

1. Coverages**(a) Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

The General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

(c) Automobile Liability Insurance

When any vehicles are used in the performance of the Contract, Vendor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

- (1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (2) Uninsured/Motorists: Per Illinois Requirements

GENERAL CONDITIONSGC-15 INSURANCE REQUIREMENTS (con't.)(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Vendor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

2. Additional requirements(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy and Automobile Liability policy. Vendor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Vendor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the County certificates of insurance maintained by Vendor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Vendor's obligations to obtain insurance pursuant to these insurance requirements.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Vendor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Vendor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Vendor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Vendor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GENERAL CONDITIONS**GC-17 COMPLIANCE WITH LAWS**

The Vendor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Vendor's employees, agents or subVendors shall be the responsibility of the Vendor.

The Vendor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-18 DELIVERY

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Vendor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300****I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-Vendors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

- B. The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Vendor, subVendor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Vendor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

GENERAL CONDITIONS**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)****A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subVendors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subVendor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountylil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyiil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALSA. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)IV. CHANGES IN VENDOR'S UTILIZATION PLAN

- A. A Vendor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Vendor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Vendor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Vendor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Vendor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Vendor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Vendor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Vendor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Vendor and subVendor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

GENERAL CONDITIONSGC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Vendor shall submit with each delivery of Contract goods, equipment or supplies a Material Safety Data Sheet.

GC-21 CONDUCT OF THE VENDOR

The Vendor agrees to inform the County on a timely basis of all of the Vendor's interests, if any, which are or which the Vendor reasonably believes may be incompatible with any interest of the County. The Vendor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Vendor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Vendor's personnel, or those of any of his subVendors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Vendor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

Vendor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Vendor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Vendor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subVendors, agents and employees of the Vendor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

GENERAL CONDITIONSGC-24 GENERAL NOTICE (con't.)

TO THE VENDOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Vendor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Vendor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Vendor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Vendor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Vendor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Vendor and shall be delivered to the Director before final payment on the Contract is issued. The Vendor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Vendor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Vendor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Vendor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Vendor's performance of the Contract. Vendor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Vendor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Vendor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this Contract for the Vendor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Vendor shall be responsible of any loss or damage to the County's documents while they are in the Vendor's possession, and any such document lost or damaged shall be restored at the expense of the Vendor.

GENERAL CONDITIONSGC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Vendor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Vendor related to the Contract, or to Vendor's compliance with any term, condition or provision thereof. The Vendor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Vendor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subVendor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subVendor involving transactions relating to the subcontract, or to such subVendor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Vendor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Vendor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Vendor under any contract with the County.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Vendor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Vendor consents and submits to the jurisdiction thereof. In accordance with these provisions, Vendor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Vendors, subVendors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

GENERAL CONDITIONSGC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 FORCE MAJEURE

Neither Vendor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Vendor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

- (a) The Vendor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Vendor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Vendor to the extent the Federal Government deems appropriate.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (b) The Vendor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Vendor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Vendor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Vendor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Vendor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Vendor agrees that, irrespective of its status or the status of any subVendor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Vendor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Vendor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Vendor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Vendor purchases ownership with Federal assistance.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Vendor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Vendor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Vendor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Vendor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Vendor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Vendor to make such delivery, then and in that event, the Vendor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Vendor under this Agreement. Any payments to the Vendor which exceed the amount to which the Vendor is entitled under the terms of this Agreement will be subject to set-off.

The Vendor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)6. Environmental Requirements

The Vendor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Vendor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Vendor agrees to adhere to, and impose on its subVendors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Vendor acknowledges that this list does not constitute the Vendor's entire obligation to meet all Federal environmental and resource conservation requirements. The Vendor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Vendor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Vendor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Vendor further agrees to report and require each subVendor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Vendor further agrees to report and require each subVendor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Vendor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Vendor will promptly notify the County if the Vendor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Vendor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Vendor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Vendor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Vendors and subVendors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Vendor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any Vendor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Vendor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Vendor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Vendor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Vendor and, if no future payments are due or if future payments are less than such excess, the Vendor will promptly refund the amount of the excess payments to the County.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)12. Trade Restrictions

Vendor certifies that neither it nor any SubVendor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Vendor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Vendor agrees that it will incorporate this provision for certification without modification in each subcontract. Vendor may rely on the certification of a prospective SubVendor unless it has knowledge that the certification is erroneous. Vendor will provide immediate written notice to the County if it learns that its certification or that of a SubVendor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each SubVendor must agree to provide written notice to Vendor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Vendor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Vendor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Vendor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Vendor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)17. Visual Rights Act Waiver

The Consultant/Vendor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Vendor represents and warrants that the Consultant/Vendor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subVendors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Vendors and SubVendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, Vendors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (con't.)21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors declared ineligible under statutory or regulatory authority other than E.O. 12549. Vendors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GENERAL CONDITIONSGC-39 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Special Conditions
3. Specification.
4. General Conditions.
5. Instruction to Bidders.
6. Legal Advertisement.
7. Bid Proposal.

END OF SECTION

SPECIAL CONDITIONSSC-01 SCOPE

The Contractor shall provide labor, equipment and material to perform all Tests, Inspections, Certifications, Maintenance and Repairs to Certify Fire Fighting Systems and Equipment for Cook County Department of Facilities Management in accordance with the National Fire Protection Association for fire-fighting systems and equipment. The Contractor is required to provide a written and electronic report in Excel format for each building that includes the status of the fire fighting systems and equipment. Any fire fighting system or equipment removed from service for maintenance or recharge shall be replaced by a fire fighting system suitable for the type of hazard being protected and of equal or greater rating and no additional charge to Cook County.

SC-02 CONTRACT PERIOD

This Contract is effective March 1, 2016 through February 28, 2019, with two, one-year options to renew after award by the Board of Commissioners and/or after proper execution of the Contract Documents. As approved by the Chief Procurement Officer, price increases or decreases for the renewal options shall not exceed three percent (3%) and shall be based on supporting documentation.

SC-03 AWARD OF CONTRACT

The Contract shall be awarded to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Bid Documents. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Bid Documents. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be declared non-responsive and rejected. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The Bidder shall have a subcontracting goal of not less than twelve and a half (12.5%) percent MBE and five (5%) percent WBE of the awarded contract price for work to be performed.

The Bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals for this Bid. The Bidder shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the Bidder has not met the goals or made good faith efforts to meet the goals, the Bidder's response will be deemed nonresponsive and will not be considered for award.

Certified MBE/WBE Bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

Unless otherwise specified in the Bid Documents, for purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

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SPECIAL CONDITIONS**SC-05 INQUIRIES**

A copy of any written request for interpretation of documents shall be provided to the Office of the Chief Procurement Officer at the address set forth below.

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions and Addendum", Page IB-3). **Inquiries must be received no later than 12:00 p.m. on December 1, 2015.**

During the bid process, all inquiries must be directed, in writing, only to the Office of the Cook County Chief Procurement Officer as follows:

Shannon E. Andrews
Cook County Chief Procurement Officer
c/o Dan Gizzi, Specifications Engineer III
118 N. Clark Street, Room 1018
Chicago, IL 60602

Contact Info for Specifications Engineer:
Dan Gizzi: (312) 603-6825, Dan.gizzi@cookcountyil.gov

SC-06 CONTRACTOR PERSONNEL

All employees of the Contractor or its Sub-Contractor must submit to all Cook County security requirements before admission to the Department of Corrections Jail Complex, including number and a copy of their current driver's license. A background check will be conducted by the Cook County Sheriff's Office.

SC-07 GUARANTEE FOR INSTALLED WORK

Contractor must guarantee against defective materials and workmanship, improper performance and non-compliance with the specifications for a minimum period of one year from the date of completion and acceptance by Cook County Department of Facilities Management. During the warranty period, the Contractor must repair and replace defective materials and workmanship for a period of one year from the date of final sign off of completed work by the Department of Facilities Management at no costs to Cook County.

SC-08 PROTECTION OF WORK, DAMAGES AND REPAIRS

Contractor shall be responsible for all damages to structures, windows, vehicles, material, equipment, plant stock and lighting apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees.

It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. Cook County shall not assume any responsibility for vandalism or theft of materials, tools or equipment.

Contractor shall be responsible for removing their debris from the site and clean effected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses. The Contractor shall leave all affected areas as they were prior to beginning work.

SPECIAL CONDITIONS**SC-09 SERVICE INSTRUCTIONS**

- A. The work described in this Contract shall be done with the least inconvenience to Cook County. All work being performed for Cook County shall fully conform to all local, State, and Federal safety regulations, including Occupational Safety and Health Administration.
- B. The Purchase Order Number must appear on each service receipt, which must be signed by the Department of Facilities Management's Building Engineer at the respective location when service is completed. Contractor must contact the respective Department of Facilities Management's Building Engineer at least forty-eight (48) hours before service. Contractor must submit signed service receipts and the building reports with each invoice in order for the invoice to be processed for payment.
- C. Services will be performed at the locations listed below. Contractor is required to report to the Department of Facilities Management Building Engineer at each location upon arrival and departure. The Building Engineer for each location is provided for Contractor's information. Time of service shall be between the hours of 7:00 a.m. and 1:30 p.m., Monday through Friday, except County Holidays. Services will not be performed on the following County holidays: Columbus Day, Veteran's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Casimir Pulaski Day, Lincoln's Birthday and Washington's Birthday.

Domestic Violence Building
555 W. Harrison Street
Chicago, IL 60602
Jim O'Shea
312-325-9321

2nd District Courthouse
5600 Old Orchard Road
Skokie, IL 60076
Pat McCarthy
847-470-7449

3rd District Courthouse
2121 Euclid Avenue
Rolling Meadows, IL 60008
Joe Samanski
847-818-2401

4th District Courthouse
1500 S. Maybrook Drive
Maywood, IL 60153
Dan O'Rourke
708-865-6127

5th District Courthouse
10220 S. 76th Avenue
Bridgeview, IL 60453
Joe Washington
708-974-6293

6th District Courthouse
16501 S. Kedzie Parkway
Markham, IL 60426
Kevin Collins
708-232-4158

Cook County Building
118 N. Clark Street
Chicago, IL 60602
John Biangmano
312-603-6338

Juvenile Detention
2245 W. Ogden, 5th Floor
Chicago, IL 60612
Lee Broomfield
312-433-6369

Forensic Institute.
2121 Harrison Street
Chicago, IL 60647
Al Kavalauskas
312-997-4402

Cook County Warehouse
2323 S. Rockwell Avenue
Chicago, IL 60608
Lee Broomfield
312-433-6369

Cook County Powerhouse
3045 S. Sacramento Avenue
Chicago, IL 60623
Brian Barron
773-674-6268

Criminal Courts Complex
2650 S. California Avenue
Chicago, IL 60623
Frank Phillips
773-674-5588

Hawthorne Warehouse
4545 W. Cermak Road
Chicago, IL 60623
Lee Broomfield
312-446-6369

Highway District #1
2325 Meacham Road
Schaumburg, IL 60195

Highway District #2
2101 Ballard Road
Des Plaines, IL 60016

Highway District #3
901 W. 26th Street
La Grange, IL 60526

Highway District #4
8900 W. 135th Street
Orland Park, IL 60462

Highway District #5
13600 S. Ashland Avenue
Riverdale, IL 60827

Cook County Sheriff's Office
937 S. Wood Street
Chicago, IL 60622

SPECIAL CONDITIONS

SC-10 TRAVEL

Contractor's rate shall include all travel expenses. No additional travel expenses will be paid by Cook County.

SC-11 VENDOR CERTIFICATION SUBMISSIONS

Contractor is required to submit copies their City and State licenses, Department of Transportation certifications and liability insurance with the bid document. Certification of service personnel is also required as per the National Fire Protection Association, Standards for Portable Fire Extinguishers NAPA10, Chapter 7.1.2.3. Failure to provide all required documents may disqualify the vendor from the bid.

SC-12 NOTIFICATION

Do not service until notified by the using department. It is the intent of the Cook County Department of Facilities Management to coordinate certification testing at the above locations as the situation warrants due to current certification expiration dates. Sue Lombard shall be the only point of contact for scheduling and verification for all locations. The Contractor must contact Cook County Facilities Management 48 hours prior to commencement of services.

Pat Nolan
Operating Engineer
Facilities Management
2650 S. California Ave.
Chicago, IL 60608
Office: 773-674-7532

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SPECIFICATIONS

The vendor shall perform the following:

ITEM NO. 1 ANNUAL MAINTENANCE AND CERTIFICATION

Conduct an annual maintenance inspection in accordance with pamphlet 10-2010 of the National Fire Protection Agency. The maintenance inspection shall include a thorough inspection of the overall condition of the extinguisher and hoses and other requirements to give maximum assurance of a safe and effective operation. All inspections shall include the new seal, tag and pin which must have the current color code as required by the National Fire Protection Agency. When temporary extinguishers are required, the Contractor must supply extinguishers at no additional cost to Cook County.

ITEM NO. 2 5 YEAR HYDROTEST INSPECTION

Contractor shall perform the required hydrostatic test of the pressure vessel and specified components of the fire extinguisher. Hydrostatic testing shall be performed by persons trained in pressure testing procedures and safeguards. The Contractor must have testing equipment, facilities, and appropriate servicing manuals to perform the inspections. All test recording shall be completed by either a metallic label or stamped into the cylinder with the appropriate information as required. Contractor's price for the five-year hydro-test inspection shall include the rebuilding of the valve. Fire extinguishers must be recharged prior to returning to service. The cost for the recharge shall be included in the Contractor's price for the five-year hydro-test inspection. When temporary extinguishers are required the Contractor must supply extinguishers at no additional cost to Cook County.

ITEM NO. 3 6 YEAR INTERNAL INSPECTION

Contractor must completely tear down and inspection of all internal and external parts of the extinguisher. The Contractor must perform applicable maintenance procedures, including all needed repairs, valve rebuild, recharging of the extinguisher and return to service. When temporary extinguishers are required the Contractor must supply extinguishers at no additional cost to Cook County. The recharging agent shall be included in the Contractor's price for the six-year internal inspection.

ITEM NO. 4 12 YEAR HYDROTEST INSPECTION

Contractor shall perform the required hydrostatic test of the pressure vessel and specified components of the fire extinguisher. Hydrostatic testing shall be performed by persons trained in pressure testing procedures and safeguards. The Contractor must have testing equipment, facilities, and appropriate servicing manuals to perform the tests. All test recordings shall be completed by either a metallic label or stamped into the cylinder with the appropriate information as required. The Contractor's price for the 12-year hydro-test inspection shall include the rebuilding of the valve. Fire extinguishers must be recharged prior to returning to service. The cost for the recharge shall be included in the Contractor's price for the 12-year hydro-test inspection. When temporary extinguishers are required the Contractor must supply extinguishers at no additional cost to Cook County. The recharging agent shall be included in the price of this inspection.

ITEM NO. 5 RECHARGE SERVICE CALLS

Contractor shall recharge all rechargeable-type fire extinguishers that may require recharging after any use or as indicated by an inspection only. This is in addition to the regular inspections. The Contractor's cost shall include the cost for the recharge agent, appropriate label, and a verification collar to be installed on the neck of the extinguisher, safety seal and tag. Any recharge required with the performance of maintenance or testing shall be included in the Contractor's price for this service. During the term of this contract, the Contractor will be required to restore fire-fighting equipment to fully operational and ready condition within 24 hours of notification.

ITEM NO. 6 HOURLY RATE

Contractor will be required to respond to all service calls. The hourly rate shall cover all service calls except for rechargeable-type fire extinguishers. Hourly rate shall start upon arrival at the Cook County location requiring service. Hourly rate shall not include travel time to and from the Cook County location from Monday through Friday 7:00 A.M. to 4:00 P.M.

SPECIFICATIONSITEM NO. 7 SERVICE CALL

In addition to the regular service inspections the Contractor shall service any rechargeable-type fire extinguisher that require recharging or any rechargeable type fire extinguisher that Cook County requests to be recharged. The cost shall include the cost for the recharge agent chemical. The Contractor will be required to restore fire fighting equipment to fully operational and ready condition within 24 hours of notification of an inadvertent or necessary discharge, the discovery of vandalism, missing tags or broken seals. There will only be a two hour minimum charge.

ITEM NO. 8 ANNUAL TESTING OF 50' FIRE HOSE AND CONNECTIONS

Contractor shall properly inspect, test and maintain all 50' fire hoses and connections in accordance with the National Fire Protection Agency 1961 and 1962 Standard on Fire Hoses or the local authority having jurisdiction in which the facilities is located. Any failures or improprieties found during inspection and testing shall be reported in a written form of a proposed estimate of repair and sent to the **Department of Facilities Management, Compliance Department, 2650 S. California, Mezzanine, Chicago, IL 60608, Attn: Operating Engineer IV.** The Compliance Department must authorize in writing said repairs prior to the Contractor taking any corrective action. All parts and labor for any corrective action must be itemized and billed separately and independently of any test and inspection performed.

ITEM NO. 9 ANNUAL TESTING OF 100' FIRE HOSE AND CONNECTIONS

Contractor shall properly inspect, test and maintain all 100' fire hoses and connections in accordance with the National Fire Protection Agency 1961 and 1962 Standard on Fire Hoses or the local authority having jurisdiction in which the facilities is located. Any failures or improprieties found during inspection and testing shall be reported in a written form of a proposed estimate of repair and sent to the **Department of Facilities Management, Compliance Department, 2650 S. California, Mezzanine, Chicago, IL 60608, Attn: Operating Engineer IV.** The Department of Facilities Management, Compliance Department, must authorize in writing said repairs prior to the Contractor taking any corrective action. All parts and labor for any corrective action must be itemized and billed separately and independently of any test and inspection performed.

ITEM NO. 10 BUILDING REPORTS

Contractor is required to provide an annual report after the annual building inspection is completed for each building that includes the status of the fire fighting systems, all fire fighting equipment, and fire fighting systems by type, size and serial number for the actual number of fire fighting systems tested and certified. The reports must be in Excel format and include a list of completed inspections and all due dates of hydrostatic tests, internal inspections, rebuilds or other frequency-driven requirements. Any recommendation to replace a fire fighting system that is obsolete or no longer acceptable according to the authority having jurisdiction, as well as any other code violations. All failures or improprieties found during inspection and testing shall be reported, and a proposed estimated cost of repair must be sent to the **Department of Facilities Management Compliance Department, 2650 S. California Avenue, Mezzanine Level, Chicago, IL 60608.** The Cook County Department of Facilities Management, Compliance Department, must authorize in writing said repairs prior to the Contractor taking any corrective action.

ITEM NO. 11 REPAIR REPLACEMENT PARTS

For all parts not required to be furnished and included in the cost for testing and maintenance as specified herein, such as parts damaged by vandalism, casualty or miss-use. These parts include but are not limited to, valve stems, o-rings and other such internal or external parts that may be considered unsatisfactory for the safe and proper operation of an extinguisher. The Contractor shall invoice Cook County for the cost paid for the parts. Copies of the manufactures or suppliers invoices shall accompany the Contractor's invoice to verify the costs of the parts. Cook County reserves the right to recommend a different supplier should it determine that the parts offered and the price quoted by the Contractor are not in the best interest of Cook County.

SITE INSPECTION CERTIFICATE

(NOT APPLICABLE)

This is to verify that Bidder has, this date, participated in the Mandatory Site Inspection as required in this Bid. Bidder has inspected the site and related Bid Documents and fully familiarized itself with all conditions and matters which might in any way affect the Deliverables, including costs and scheduling.

NAME (PRINTED/TYPED AND SIGNATURE)

COMPANY

OFFICIAL CAPACITY

TELEPHONE NUMBER (Area Code)

NOTE: This form must be filled in completely and returned with Bid Proposal.

INSPECTION CONFIRMED BY: _____

DATE: _____

PROPOSALBIDDER: 1545-14884

The Bidder declares that it has carefully examined the Advertisement for Bids, the Instruction to Bidders, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 1545-14884 for Testing, Maintenance Inspections, Certifications and Repairs needed to certify Fire Fighting Systems and Equipment for Cook County Department of Facilities Management, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all rights to plead any misunderstanding regarding the same.

In the event that there is a mathematical error between the "Unit Price" and "Total Price", the Unit Price will prevail. All changes must be made by crossing out and initialing the item changed. Use of correction fluid, i.e., white out or any other similar method is not acceptable. Failure to initial any changes may be grounds for rejection of the Bid.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
1.	LOT	1	ANNUAL MAINTENANCE AND CERTIFICATION AS PER SPECIFICATIONS HEREIN.
			\$ <u>17,658.00</u> /TOTAL
2.	LOT	1	5 YEAR HYDROTEST INSPECTION AS PER SPECIFICATIONS HEREIN.
			\$ <u>6,720.00</u> /TOTAL
3.	LOT	1	6 YEAR INTERNAL INSPECTION AS PER SPECIFICATIONS HEREIN.
			\$ <u>1,955.00</u> /LOT
			\$ <u>1,955.00</u> /TOTAL
4.	LOT	1	12 YEAR HYDROTEST INSPECTION AS PER SPECIFICATIONS HEREIN.
			\$ <u>21,528.00</u> /LOT
			\$ <u>21,528.00</u> /TOTAL

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
5.	EACH	300	RECHARGE SERVICE CALL AS PER SPECIFICATIONS HEREIN.
			\$ 30.00 /EACH
			\$ 9,000.00 /TOTAL
6.	HOUR	300	HOURLY RATE OVER MINIMUM SERVICE CALLS, AS PER SPECIFICATIONS HEREIN.
			\$ 85.00 /HOUR
			\$ 25,500.00 /TOTAL
7.	EACH	150	SERVICE CALL AS PER SPECIFICATIONS HEREIN.
			\$ 30.00 /EACH
			\$ 4,500.00 /TOTAL
8.	EACH	300	ANNUAL TESTING OF 50 FOOT FIRE HOSES AND CONNECTIONS AS PER SPECIFICATIONS HEREIN.
			\$ 32.00 /HOUR
			\$ 9,600.00 /TOTAL

PROPOSAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
9.	EACH	780	ANNUAL TESTING OF 100 FOOT FIRE HOSES AND CONNECTIONS, AS PER SPECIFICATIONS HEREIN.
			\$ 42.00 /EACH
			\$ 32,760.00 /TOTAL
10.	EACH	780	BUILDING REPORTS AS PER SPECIFICATIONS HEREIN.
			\$ 85.00 /EACH
			\$ 66,300.00 /TOTAL
11.	LOT	1	PARTS & MATERIALS NOT COVERED AS PER SPECIFICATIONS HEREIN.
			\$ \$60,000.00 /LOT
			\$ \$60,000.00 /TOTAL
GRAND TOTAL: \$			255,521.00

SERVICE DATE: _____
 (NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date: 12/4/15

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Contract No. 1545-14884		INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS																															
Annual Inspections				2016										2017										2018									
Item	Division	Dorm	Type	Size	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE													
1	1		ABC	20 lbs	24	Each	2.00	\$48.00	26	Each	2.00	\$52.00	24	Each	2.00	\$48.00	24	Each	2.00	\$48.00													
2	2	1	ABC	20 lbs	4	Each	2.00	\$8.00	4	Each	2.00	\$8.00	0	Each	2.00	\$0.00	0	Each	2.00	\$0.00													
3	2	2	ABC	20 lbs	5	Each	2.00	\$10.00	5	Each	2.00	\$10.00	1	Each	2.00	\$2.00	0	Each	2.00	\$0.00													
4	2	3	ABC	20 lbs	3	Each	2.00	\$6.00	3	Each	2.00	\$6.00	0	Each	2.00	\$0.00	0	Each	2.00	\$0.00													
5	2	4	ABC	20 lbs	3	Each	2.00	\$6.00	3	Each	2.00	\$6.00	0	Each	2.00	\$0.00	0	Each	2.00	\$0.00													
6	8	RTU Old	ABC	20 lbs	7	Each	2.00	\$14.00	8	Each	2.00	\$16.00	3	Each	2.00	\$6.00	3	Each	2.00	\$6.00													
7	4		ABC	20 lbs	19	Each	2.00	\$38.00	23	Each	2.00	\$46.00	18	Each	2.00	\$36.00	18	Each	2.00	\$36.00													
8	5		ABC	20 lbs	33	Each	2.00	\$66.00	42	Each	2.00	\$84.00	31	Each	2.00	\$62.00	31	Each	2.00	\$62.00													
9	6		ABC	20 lbs	33	Each	2.00	\$66.00	42	Each	2.00	\$84.00	31	Each	2.00	\$62.00	31	Each	2.00	\$62.00													
10	9		ABC	20 lbs	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00	3	Each	2.00	\$6.00													
11	10		ABC	20 lbs	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00	3	Each	2.00	\$6.00													
12	17		ABC	20 lbs	2	Each	2.00	\$4.00	1	Each	2.00	\$2.00	0	Each	2.00	\$0.00	0	Each	2.00	\$0.00													
13	South Campus	B-1	ABC	20 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00													
14	1		ABC	10 lbs	19	Each	2.00	\$38.00	18	Each	2.00	\$36.00	19	Each	2.00	\$38.00	19	Each	2.00	\$38.00													
15	2	1	ABC	10 lbs	3	Each	2.00	\$6.00	3	Each	2.00	\$6.00	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00													
16	2	3	ABC	10 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00													
17	3		ABC	10 lbs	55	Each	2.00	\$110.00	51	Each	2.00	\$102.00	36	Each	2.00	\$72.00	36	Each	2.00	\$72.00													
18	8	RTU Old	ABC	10 lbs	55	Each	2.00	\$110.00	51	Each	2.00	\$102.00	36	Each	2.00	\$72.00	36	Each	2.00	\$72.00													
19	4		ABC	10 lbs	16	Each	2.00	\$32.00	25	Each	2.00	\$50.00	17	Each	2.00	\$34.00	17	Each	2.00	\$34.00													
20	5		ABC	10 lbs	70	Each	2.00	\$140.00	72	Each	2.00	\$144.00	55	Each	2.00	\$110.00	55	Each	2.00	\$110.00													
21	6		ABC	10 lbs	70	Each	2.00	\$140.00	72	Each	2.00	\$144.00	55	Each	2.00	\$110.00	55	Each	2.00	\$110.00													
22	8		ABC	10 lbs	60	Each	2.00	\$120.00	60	Each	2.00	\$120.00	52	Each	2.00	\$104.00	52	Each	2.00	\$104.00													
23	9		ABC	10 lbs	59	Each	2.00	\$118.00	70	Each	2.00	\$140.00	52	Each	2.00	\$104.00	52	Each	2.00	\$104.00													
24	10		ABC	10 lbs	47	Each	2.00	\$94.00	56	Each	2.00	\$112.00	45	Each	2.00	\$90.00	45	Each	2.00	\$90.00													
25	11		ABC	10 lbs	156	Each	2.00	\$312.00	164	Each	2.00	\$328.00	138	Each	2.00	\$276.00	138	Each	2.00	\$276.00													
26	17		ABC	10 lbs	30	Each	2.00	\$60.00	32	Each	2.00	\$64.00	9	Each	2.00	\$18.00	9	Each	2.00	\$18.00													
23	17		BC	10 lbs	0	Each	2.00	\$0.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00													
24	Central	Kitchen	ABC	10 lbs	10	Each	2.00	\$20.00	12	Each	2.00	\$24.00	11	Each	2.00	\$22.00	11	Each	2.00	\$22.00													
25	Cermak	Hospital	ABC	10 lbs	28	Each	2.00	\$56.00	52	Each	2.00	\$104.00	63	Each	2.00	\$126.00	63	Each	2.00	\$126.00													
26	Boat	Camp	ABC	10 lbs	19	Each	2.00	\$38.00	22	Each	2.00	\$44.00	18	Each	2.00	\$36.00	18	Each	2.00	\$36.00													
27	Power	House	ABC	10 lbs	25	Each	2.00	\$50.00	23	Each	2.00	\$46.00	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00													
28	South Campus	B-1	ABC	10 lbs	18	Each	2.00	\$36.00	16	Each	2.00	\$32.00	17	Each	2.00	\$34.00	17	Each	2.00	\$34.00													
29	South Campus	B-2	ABC	10 lbs	42	Each	2.00	\$84.00	42	Each	2.00	\$84.00	15	Each	2.00	\$30.00	15	Each	2.00	\$30.00													
30	South Campus	B-3	ABC	10 lbs	16	Each	2.00	\$32.00	17	Each	2.00	\$34.00	15	Each	2.00	\$30.00	15	Each	2.00	\$30.00													
31	South Campus	B-4	ABC	10 lbs	16	Each	2.00	\$32.00	16	Each	2.00	\$32.00	4	Each	2.00	\$8.00	4	Each	2.00	\$8.00													
32	South Campus	B-5	ABC	10 lbs	26	Each	2.00	\$52.00	29	Each	2.00	\$58.00	21	Each	2.00	\$42.00	21	Each	2.00	\$42.00													
33	11		ABC	5 lbs	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00													
34	1		Water	2.5 gallon	72	Each	2.00	\$144.00	36	Each	2.00	\$72.00	72	Each	2.00	\$144.00	72	Each	2.00	\$144.00													
35	2	1	Water	2.5 gallon	4	Each	2.00	\$8.00	7	Each	2.00	\$14.00	5	Each	2.00	\$10.00	5	Each	2.00	\$10.00													
36	2	2	Water	2.5 gallon	5	Each	2.00	\$10.00	7	Each	2.00	\$14.00	5	Each	2.00	\$10.00	5	Each	2.00	\$10.00													
37	2	3	Water	2.5 gallon	4	Each	2.00	\$8.00	5	Each	2.00	\$10.00	3	Each	2.00	\$6.00	3	Each	2.00	\$6.00													
38	2	2	Water	2.5 gallon	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00													

Contract No. 1545-14884
INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS

Annual Inspections													
2016													
Item	Division	Dorm	Type	Size	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY
39	8	RTU Old	Water	2.5 gallon	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	1
40	4		Water	2.5 gallon	28	Each	2.00	\$56.00	12	Each	2.00	\$24.00	30
41	5		Water	2.5 gallon	64	Each	2.00	\$128.00	20	Each	2.00	\$40.00	72
42	6		Water	2.5 gallon	64	Each	2.00	\$128.00	20	Each	2.00	\$40.00	72
41	8		Water	2.5 gallon	8	Each	2.00	\$16.00	7	Each	2.00	\$14.00	8
42	9		Water	2.5 gallon	45	Each	2.00	\$90.00	49	Each	2.00	\$98.00	26
43	10		Water	2.5 gallon	19	Each	2.00	\$38.00	11	Each	2.00	\$22.00	16
44	11		Water	2.5 gallon	2	Each	2.00	\$4.00	5	Each	2.00	\$10.00	5
45	Central	Kitchen	Water	2.5 gallon	3	Each	2.00	\$6.00	2	Each	2.00	\$4.00	3
46	9		CO2	5 lbs	0	Each	2.00	\$0.00	1	Each	2.00	\$2.00	1
47	9		CO2	30 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	0
48	Criminal Courts Building		ABC	10lbs	73	Each	2.00	\$146.00	75	Each	2.00	\$150.00	48
49	Criminal Courts Building		ABC	20 lbs	3	Each	2.00	\$6.00	6	Each	2.00	\$12.00	6
50	Criminal Courts Admin Building		ABC	5 lbs	8	Each	2.00	\$16.00	9	Each	2.00	\$18.00	6
51	Criminal Courts Admin Building		ABC	10 lbs	168	Each	2.00	\$336.00	107	Each	2.00	\$214.00	194
52	Criminal Courts Admin Building		ABC	20 lbs	29	Each	2.00	\$58.00	33	Each	2.00	\$66.00	23
53	Criminal Courts Admin Building		Halon		0	Each	2.00	\$0.00	1	Each	2.00	\$2.00	1
54	Criminal Courts Admin Building		K-Class		2	Each	2.00	\$4.00	3	Each	2.00	\$6.00	3
55	Criminal Courts Admin Building		Co-Bc		0	Each	2.00	\$0.00	1	Each	2.00	\$2.00	1
56	Criminal Courts Admin Building Parking Structure		ABC	10 lbs	82	Each	2.00	\$164.00	84	Each	2.00	\$168.00	84

Contract No. 1545-14884												
INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS												
Annual Inspections				2016			2017			2018		
Item	Division	Dorm	Type	Size	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
57	Criminal Courts Admin Building Parking Structure		Water	2.5 gallon	82	Each	2.00	\$164.00	84	Each	2.00	\$168.00
58	Wood Street		ABC	10 lbs	10	Each	2.00	\$20.00	10	Each	2.00	\$20.00
59	Wood Street		ABC	20 lbs	3	Each	2.00	\$6.00	1	Each	2.00	\$2.00
60	Wood Street		CO2	20 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00
61	HWY Dist One		ABC	10 lbs	10	Each	2.00	\$20.00	8	Each	2.00	\$16.00
62	HWY Dist One		ABC	20 lbs	34	Each	2.00	\$68.00	33	Each	2.00	\$66.00
63	HWY Dist Two		ABC	20 lbs	21	Each	2.00	\$42.00	19	Each	2.00	\$38.00
64	HWY Dist three		ABC	5 lbs	2	Each	2.00	\$4.00	0	Each	2.00	\$0.00
65	HWY Dist three		ABC	10 lbs	15	Each	2.00	\$30.00	11	Each	2.00	\$22.00
66	HWY Dist three		ABC	20 lbs	20	Each	2.00	\$40.00	20	Each	2.00	\$40.00
67	HWY Dist three		CO2	20 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00
68	HWY Dist four		ABC	10 lbs	12	Each	2.00	\$24.00	10	Each	2.00	\$20.00
69	HWY Dist four		ABC	20 lbs	19	Each	2.00	\$38.00	12	Each	2.00	\$24.00
70	HWY Dist five		ABC	10 lbs	17	Each	2.00	\$34.00	17	Each	2.00	\$34.00
71	HWY Dist five		ABC	20 lbs	4	Each	2.00	\$8.00	4	Each	2.00	\$8.00
72	Domestic Violence Courthouse		ABC	10 lbs	42	Each	2.00	\$84.00	0	Each	2.00	\$0.00
73	Domestic Violence Courthouse		CO2	10 lbs	6	Each	2.00	\$12.00	6	Each	2.00	\$12.00
74	Violence Courthouse		CO2	30 lbs	4	Each	2.00	\$8.00	5	Each	2.00	\$10.00
75	Skokke Courthouse		ABC	5 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00
76	Skokke Courthouse		ABC	10 lbs	73	Each	2.00	\$146.00	72	Each	2.00	\$144.00

Contract No. 1545-14884 INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS																
Annual Inspections				2016					2017					2018		
Item	Division	Dorm	Type	Size	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
77	Stokie Courthouse		ABC	15 lbs	1	Each	2.00	\$2.00	0	Each	2.00	\$0.00	1	Each	2.00	\$2.00
78	Stokie Courthouse		ABC	18 lbs	6	Each	2.00	\$12.00	5	Each	2.00	\$10.00	3	Each	2.00	\$6.00
79	Stokie Courthouse		ABC	30 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	0	Each	2.00	\$0.00
80	Stokie Courthouse		BC	10 lbs	9	Each	2.00	\$18.00	8	Each	2.00	\$16.00	8	Each	2.00	\$16.00
81	Stokie Courthouse		BC	35 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00
82	Stokie Courthouse		CO2	10 lbs	1	Each	2.00	\$2.00	2	Each	2.00	\$4.00	1	Each	2.00	\$2.00
83	Rolling Meadows		ABC	10 lbs	94	Each	2.00	\$188.00	88	Each	2.00	\$176.00	107	Each	2.00	\$214.00
84	Maywood Courthouse		ABC	5 lbs	12	Each	2.00	\$24.00	13	Each	2.00	\$26.00	12	Each	2.00	\$24.00
85	Maywood Courthouse		ABC	10 lbs	87	Each	2.00	\$174.00	98	Each	2.00	\$196.00	35	Each	2.00	\$70.00
86	Maywood Courthouse		ABC	15 lbs	20	Each	2.00	\$40.00	24	Each	2.00	\$48.00	15	Each	2.00	\$30.00
87	Maywood Courthouse		ABC	20 lbs	9	Each	2.00	\$18.00	13	Each	2.00	\$26.00	9	Each	2.00	\$18.00
88	Maywood Courthouse		ABC	30 lbs	0	Each	2.00	\$0.00	4	Each	2.00	\$8.00	4	Each	2.00	\$8.00
89	Maywood Courthouse		Water	2.5 gallon	0	Each	2.00	\$0.00	4	Each	2.00	\$8.00	4	Each	2.00	\$8.00
90	Bridgeway Courthouse		ABC	5 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00
91	Bridgeway Courthouse		ABC	10 lbs	77	Each	2.00	\$154.00	77	Each	2.00	\$154.00	61	Each	2.00	\$122.00
92	Bridgeway Courthouse		ABC	20 lbs	5	Each	2.00	\$10.00	4	Each	2.00	\$8.00	5	Each	2.00	\$10.00
93	Markham Courthouse		ABC	5 lbs	14	Each	2.00	\$28.00	14	Each	2.00	\$28.00	14	Each	2.00	\$28.00
94	Markham Courthouse		ABC	10 lbs	87	Each	2.00	\$174.00	39	Each	2.00	\$78.00	88	Each	2.00	\$176.00
95	Markham Courthouse		ABC	20 lbs	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00
96	Forensic		ABC	10 lbs	12	Each	2.00	\$24.00	11	Each	2.00	\$22.00	13	Each	2.00	\$26.00
97	Forensic		ABC	20 lbs	11	Each	2.00	\$22.00	15	Each	2.00	\$30.00	15	Each	2.00	\$30.00
98	Hathorne Warehouse		ABC	10 lbs	125	Each	2.00	\$250.00	7	Each	2.00	\$14.00	128	Each	2.00	\$256.00
99	Rockwell Warehouse		ABC	5 lbs	7	Each	2.00	\$14.00	0	Each	2.00	\$0.00	7	Each	2.00	\$14.00
100	Rockwell Warehouse		ABC	10 lbs	103	Each	2.00	\$206.00	98	Each	2.00	\$196.00	116	Each	2.00	\$232.00
101	Rockwell Warehouse		ABC	20 lbs	19	Each	2.00	\$38.00	19	Each	2.00	\$38.00	13	Each	2.00	\$26.00

Contract No. 1545-14884												
INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS												
Annual Inspections			2016				2017				2018	
Item	Division	Dorm	Type	Size	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
102	Rockwell Warehouse		CO2	10 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00
103	Rockwell Warehouse		CO2	15 lbs	2	Each	2.00	\$4.00	2	Each	2.00	\$4.00
104	118 North Clark		ABC	5 lbs	5	Each	2.00	\$10.00	4	Each	2.00	\$8.00
105	118 North Clark		ABC	8 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00
106	118 North Clark		ABC	10 lbs	45	Each	2.00	\$90.00	113	Each	2.00	\$226.00
107	118 North Clark		ABC	20 lbs	5	Each	2.00	\$10.00	4	Each	2.00	\$8.00
108	118 North Clark		CO2	10 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00
109	118 North Clark		CO2	15 lbs	1	Each	2.00	\$2.00	1	Each	2.00	\$2.00
110	118 North Clark		CO2	30 lbs	10	Each	2.00	\$20.00	10	Each	2.00	\$20.00
111	118 North Clark		Halon	10 lbs	4	Each	2.00	\$8.00	4	Each	2.00	\$8.00
112	118 North Clark		CO2	10 lbs	19	Each	2.00	\$38.00	19	Each	2.00	\$38.00
113	JTDC- East		ABC	5 lbs	2	Each	2.00	\$4.00	1	Each	2.00	\$2.00
114	JTDC- East		ABC	10 lbs	161	Each	2.00	\$322.00	124	Each	2.00	\$248.00
115	JTDC- East		ABC	20 lbs	8	Each	2.00	\$16.00	5	Each	2.00	\$10.00
116	JTDC- West		ABC	10 lbs	34	Each	2.00	\$68.00	106	Each	2.00	\$212.00
117	JTDC- West		CO2	20 lbs	17	Each	2.00	\$34.00	15	Each	2.00	\$30.00
118	JTDC- West		Hacin	10 lbs	1	Each	2.00	\$2.00	0	Each	2.00	\$0.00
Annual Yearly Totals								\$6,132.00			\$5,696.00	
												\$5,830.00
Annual Inspection Total								\$17,658.00				

Contract No. 1545-14884
INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS

5 Year Inspections

Item	Division	Dom	Type	Size	2016			2017			2018		
					QUANTITY	UNIT	TOTAL PRICE	QUANTITY	UNIT	TOTAL PRICE	QUANTITY	UNIT	TOTAL PRICE
1	1	1	Water	2.5 gallon	12	Each	\$252.00	48	Each	\$1,008.00	12	Each	\$252.00
2	2	1	Water	2.5 gallon	3	Each	\$83.00	0	Each	\$0.00	0	Each	\$0.00
3	2	2	Water	2.5 gallon	2	Each	\$42.00	0	Each	\$0.00	2	Each	\$42.00
4	2	3	Water	2.5 gallon	1	Each	\$21.00	0	Each	\$0.00	2	Each	\$42.00
5	2	2	Water	2.5 gallon	1	Each	\$21.00	0	Each	\$0.00	2	Each	\$42.00
6	8	RTU Old	Water	2.5 gallon	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
7	4	4	Water	2.5 gallon	3	Each	\$63.00	19	Each	\$399.00	0	Each	\$0.00
8	5	5	Water	2.5 gallon	11	Each	\$231.00	55	Each	\$1,155.00	1	Each	\$21.00
9	6	6	Water	2.5 gallon	11	Each	\$231.00	55	Each	\$1,155.00	3	Each	\$63.00
10	8	8	Water	2.5 gallon	1	Each	\$21.00	2	Each	\$42.00	3	Each	\$63.00
11	9	9	Water	2.5 gallon	4	Each	\$84.00	0	Each	\$0.00	23	Each	\$463.00
12	10	10	Water	2.5 gallon	0	Each	\$0.00	8	Each	\$168.00	3	Each	\$63.00
13	11	11	Water	2.5 gallon	3	Each	\$63.00	0	Each	\$0.00	0	Each	\$0.00
14	14	Kitchen	Water	2.5 gallon	1	Each	\$21.00	2	Each	\$42.00	1	Each	\$21.00
15	9	9	CO2	5 lbs	1	Each	\$21.00	0	Each	\$0.00	0	Each	\$0.00
16	9	9	CO2	30 lbs	0	Each	\$0.00	0	Each	\$0.00	1	Each	\$21.00
17	Criminal Courts Admin Building Parking Structure		Water	2.5 gallon	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
18	Wood Street Hwy Dist three		CO2	20 lbs	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
19	Domestic Violence Court House		CO2	20 lbs	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
20	Domestic Violence Court House		CO2	10 lbs	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
21	Domestic Violence Court House		CO2	30 lbs	1	Each	\$21.00	0	Each	\$0.00	0	Each	\$0.00
22	Stoke Court House		CO2	10 lbs	0	Each	\$0.00	0	Each	\$0.00	1	Each	\$21.00
23	Maywood Court House		Water	2.5 gallon	4	Each	\$84.00	0	Each	\$0.00	0	Each	\$0.00
24	Rockwell Warehouse		CO2	10 lbs	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
25	Rockwell Warehouse		CO2	15 lbs	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
26	118 North Clark		CO2	10 lbs	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
27	118 North Clark		CO2	15 lbs	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
28	118 North Clark		CO2	30 lbs	3	Each	\$63.00	3	Each	\$63.00	1	Each	\$21.00
29	JTDC-West		CO2	20 lbs	0	Each	\$0.00	2	Each	\$42.00	8	Each	\$168.00
5 Year Totals							\$1,302.00			\$4,074.00			\$1,344.00
5 Year Inspection Totals							\$6,720.00						

6 Year Inspection

Item	Division	Dorm	Type	Size	2016			2017			2018		
					QUANTITY	UNIT	UNIT PRICE	QUANTITY	UNIT	UNIT PRICE	QUANTITY	UNIT	UNIT PRICE
1	1	1	ABC	20 lbs	0	Each	2.50	5	Each	2.50	7	Each	2.50
2	2	1	ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
3	2	2	ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
4	2	3	ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
5	2	4	ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
6	8	RTU Old	ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
7	4	4	ABC	20 lbs	6	Each	2.50	0	Each	2.50	2	Each	2.50
8	5	5	ABC	20 lbs	6	Each	2.50	2	Each	2.50	9	Each	2.50
9	6	6	ABC	20 lbs	33	Each	2.50	42	Each	2.50	31	Each	2.50
10	9	9	ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
11	10	10	ABC	20 lbs	0	Each	2.50	2	Each	2.50	0	Each	2.50
12	17	17	ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
13	South Campus	B-1	ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
14	1	1	ABC	10 lbs	0	Each	2.50	0	Each	2.50	1	Each	2.50
15	2	1	ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
16	2	3	ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
17	3	3	ABC	10 lbs	0	Each	2.50	4	Each	2.50	1	Each	2.50
18	8	RTU Old	ABC	10 lbs	0	Each	2.50	4	Each	2.50	1	Each	2.50
19	4	4	ABC	10 lbs	4	Each	2.50	0	Each	2.50	3	Each	2.50
20	5	5	ABC	10 lbs	3	Each	2.50	8	Each	2.50	17	Each	2.50
21	6	6	ABC	10 lbs	3	Each	2.50	8	Each	2.50	17	Each	2.50
22	8	8	ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
23	9	9	ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
24	10	10	ABC	10 lbs	2	Each	2.50	2	Each	2.50	1	Each	2.50
25	11	11	ABC	10 lbs	1	Each	2.50	0	Each	2.50	0	Each	2.50
26	17	17	ABC	10 lbs	1	Each	2.50	1	Each	2.50	3	Each	2.50
27	17	17	ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
28	Central	Kitchen	ABC	10 lbs	2	Each	2.50	0	Each	2.50	1	Each	2.50
29	Cermak	Hospital	ABC	10 lbs	3	Each	2.50	0	Each	2.50	0	Each	2.50
30	Boat	Camp	ABC	10 lbs	3	Each	2.50	0	Each	2.50	4	Each	2.50
31	Power	House	ABC	10 lbs	0	Each	2.50	2	Each	2.50	0	Each	2.50
32	South Campus	B-1	ABC	10 lbs	0	Each	2.50	2	Each	2.50	0	Each	2.50
33	South Campus	B-2	ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
34	South Campus	B-3	ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
35	South Campus	B-4	ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
36	South Campus	B-5	ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
37	Criminal Courts	Building	ABC	10 lbs	1	Each	2.50	80	Each	2.50	0	Each	2.50
38	Criminal Courts	Building	ABC	20 lbs	2	Each	2.50	0	Each	2.50	0	Each	2.50
39	Criminal Courts	Admin Building	ABC	5 lbs	1	Each	2.50	0	Each	2.50	0	Each	2.50
40	Criminal Courts	Admin Building	ABC	10 lbs	33	Each	2.50	98	Each	2.50	21	Each	2.50
41	Criminal Courts	Admin Building	ABC	20 lbs	4	Each	2.50	1	Each	2.50	8	Each	2.50

Contract No. 1545-14884
INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS

6 Year Inspection

Item	Division	Dorm	Type	Size	2016			2017			2018		
					QUANTITY	UNIT	UNIT PRICE	QUANTITY	UNIT	UNIT PRICE	QUANTITY	UNIT	UNIT PRICE
42	Criminal Courts Admin Building		Co-Bc		1	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
43	Criminal Courts Admin Building Parking Structure		ABC	10 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
44	Wood Street		ABC	10 lbs	3	Each	2.50	3	Each	\$7.50	3	Each	\$7.50
45	Wood Street		ABC	20 lbs	1	Each	2.50	3	Each	\$7.50	0	Each	\$0.00
46	HWY Dist one		ABC	10 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
47	HWY Dist one		ABC	20 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
48	HWY Dist two		ABC	20 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
49	HWY Dist three		ABC	5 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
50	HWY Dist three		ABC	10 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
51	HWY Dist three		ABC	20 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
52	HWY Dist four		ABC	10 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
53	HWY Dist four		ABC	20 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
54	HWY Dist five		ABC	10 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
55	HWY Dist five		ABC	20 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
56	Domestic Violence Courthouse		ABC	10 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
57	Skoike Courthouse		ABC	5 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
58	Skoike Courthouse		ABC	10 lbs	25	Each	2.50	25	Each	\$62.50	25	Each	\$62.50
59	Skoike Courthouse		ABC	15 lbs	0	Each	2.50	1	Each	\$2.50	0	Each	\$0.00
60	Skoike Courthouse		ABC	18 lbs	0	Each	2.50	1	Each	\$2.50	3	Each	\$7.50
61	Skoike Courthouse		ABC	30 lbs	0	Each	2.50	0	Each	\$0.00	1	Each	\$2.50
62	Skoike Courthouse		BC	10 lbs	0	Each	2.50	1	Each	\$2.50	1	Each	\$2.50
63	Skoike Courthouse		BC	35 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
64	Rolling Meadows		ABC	10 lbs	5	Each	2.50	19	Each	\$47.50	0	Each	\$0.00
65	Maywood Courthouse		ABC	5 lbs	1	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
66	Maywood Courthouse		ABC	10 lbs	10	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
	Maywood Courthouse		ABC	15 lbs	0	Each	2.50	0	Each	\$0.00	0	Each	\$0.00
67	Skoike Courthouse		ABC	30 lbs	0	Each	2.50	0	Each	\$0.00	1	Each	\$2.50

6 Year Inspection

Item	Division	Dorm	Type	Size	2016			2017			2018		
					QUANTITY	UNIT	UNIT PRICE	QUANTITY	UNIT	UNIT PRICE	QUANTITY	UNIT	UNIT PRICE
68	Stokie Courthouse		BC	10 lbs	0	Each	2.50						
69	Stokie Courthouse		BC	35 lbs	0	Each	2.50	1	Each	2.50	1	Each	2.50
70	Maywood Courthouse		ABC	20 lbs	4	Each	2.50	0	Each	2.50	0	Each	2.50
71	Maywood Courthouse		ABC	30 lbs	4	Each	2.50	0	Each	2.50	0	Each	2.50
72	Bridgview Courthouse		ABC	5 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
73	Bridgview Courthouse		ABC	10 lbs	0	Each	2.50	4	Each	2.50	0	Each	2.50
74	Bridgview Courthouse		ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
75	Markham Courthouse		ABC	5 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
76	Markham Courthouse		ABC	10 lbs	3	Each	2.50	3	Each	2.50	0	Each	2.50
77	Markham Courthouse		ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
78	Forensic		ABC	10 lbs	0	Each	2.50	1	Each	2.50	0	Each	2.50
79	Forensic		ABC	20 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
80	Hawthorne Warehouse		ABC	10 lbs	2	Each	2.50	1	Each	2.50	0	Each	2.50
81	Rockwell Warehouse		ABC	5 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
82	Rockwell Warehouse		ABC	10 lbs	1	Each	2.50	19	Each	2.50	1	Each	2.50
83	Rockwell Warehouse		ABC	20 lbs	0	Each	2.50	0	Each	2.50	6	Each	2.50
84	118 North Clark		ABC	5 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
85	118 North Clark		ABC	8 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
86	118 North Clark		ABC	10 lbs	4	Each	2.50	15	Each	2.50	0	Each	2.50
87	118 North Clark		ABC	20 lbs	0	Each	2.50	0	Each	2.50	3	Each	2.50
88	118 North Clark		Halon	10 lbs	0	Each	2.50	0	Each	2.50	2	Each	2.50
89	118 North Clark		CO2	10 lbs	0	Each	2.50	0	Each	2.50	1	Each	2.50
90	JTDC - East		ABC	5 lbs	0	Each	2.50	1	Each	2.50	0	Each	2.50
91	JTDC - East		ABC	10 lbs	20	Each	2.50	51	Each	2.50	4	Each	2.50
92	JTDC - East		ABC	20 lbs	0	Each	2.50	1	Each	2.50	0	Each	2.50
93	JTDC - West		ABC	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
94	JTDC - West		Halon	10 lbs	0	Each	2.50	0	Each	2.50	0	Each	2.50
6 Year Totals							\$480.00			\$1,027.50			\$447.50
					6 Year Inspection Total			\$1,955.00					

[illegible]

6 Year Inspection

[illegible]

Contract No. 1545-14884

INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS

12 Year Inspections

2016

2017

2018

Item	Division	Dorm	Type	Size	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	1	ABC	20 lbs	7	Each	18.00	\$126.00		0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
2	2	ABC	20 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	4	Each	18.00	\$72.00
2	2	ABC	20 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	4	Each	18.00	\$72.00
3	2	ABC	20 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	3	Each	18.00	\$54.00
4	2	ABC	20 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	3	Each	18.00	\$54.00
5	8	OLD RTU	20 lbs	1	Each	18.00	\$18.00		0	Each	18.00	\$0.00	5	Each	18.00	\$90.00
6	4	ABC	20 lbs	1	Each	18.00	\$18.00		3	Each	18.00	\$54.00	6	Each	18.00	\$108.00
7	5	ABC	20 lbs	8	Each	18.00	\$144.00		3	Each	18.00	\$54.00	7	Each	18.00	\$126.00
8	6	ABC	20 lbs	8	Each	18.00	\$144.00		3	Each	18.00	\$54.00	7	Each	18.00	\$126.00
9	9	ABC	20 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	1	Each	18.00	\$18.00
10	10	ABC	20 lbs	1	Each	18.00	\$18.00		0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
11	17	ABC	20 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	2	Each	18.00	\$36.00
12	South Campus	B-1	ABC	20 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
13	1	ABC	10 lbs	2	Each	18.00	\$36.00		3	Each	18.00	\$54.00	1	Each	18.00	\$18.00
14	2	ABC	10 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	1	Each	18.00	\$18.00
15	2	ABC	10 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
16	3	ABC	10 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	18	Each	18.00	\$324.00
17	8	OLD RTU	10 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	18	Each	18.00	\$324.00
18	4	ABC	10 lbs	6	Each	18.00	\$108.00		1	Each	18.00	\$18.00	6	Each	18.00	\$108.00
19	5	ABC	10 lbs	7	Each	18.00	\$126.00		0	Each	18.00	\$0.00	8	Each	18.00	\$144.00
20	6	ABC	10 lbs	7	Each	18.00	\$126.00		0	Each	18.00	\$0.00	8	Each	18.00	\$144.00
21	8	ABC	10 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	60	Each	18.00	\$1,080.00
22	9	ABC	10 lbs	11	Each	18.00	\$198.00		0	Each	18.00	\$0.00	18	Each	18.00	\$324.00
23	10	ABC	10 lbs	10	Each	18.00	\$180.00		1	Each	18.00	\$18.00	13	Each	18.00	\$234.00
24	11	ABC	5 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	1	Each	18.00	\$18.00
25	11	ABC	10 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	26	Each	18.00	\$468.00
26	17	ABC	10 lbs	2	Each	18.00	\$36.00		0	Each	18.00	\$0.00	21	Each	18.00	\$378.00
27	17	ABC	10 lbs	1	Each	18.00	\$18.00		0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
28	Central	Kitchen	10 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
29	Cermak	Hospital	10 lbs	40	Each	18.00	\$720.00		19	Each	18.00	\$342.00	8	Each	18.00	\$144.00
30	Boot	Camp	10 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
31	Power	House	10 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	23	Each	18.00	\$414.00
32	South Campus	B-1	ABC	10 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	1	Each	18.00	\$18.00
33	South Campus	B-2	ABC	10 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	27	Each	18.00	\$486.00
34	South Campus	B-3	ABC	10 lbs	1	Each	18.00	\$18.00	0	Each	18.00	\$0.00	2	Each	18.00	\$36.00
35	South Campus	B-4	ABC	10 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
36	Cook County	Building	10 lbs	9	Each	18.00	\$162.00		0	Each	18.00	\$0.00	35	Each	18.00	\$630.00
37	South Campus	B-5	ABC	10 lbs	3	Each	18.00	\$54.00	0	Each	18.00	\$0.00	8	Each	18.00	\$144.00
38	Criminal Courts	Building	20 lbs	2	Each	18.00	\$36.00		0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
39	Criminal Courts	Building	5 lbs	0	Each	18.00	\$0.00		0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
40	Criminal Courts	Admin Building	10 lbs	16	Each	18.00	\$288.00		12	Each	18.00	\$216.00	2	Each	18.00	\$36.00

Contract No. 1545-14884

INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS

12 Year Inspections

Item	Division	Dorm	Type	Size	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
41	Criminal Courts Admin Building		ABC	20 lbs	3	Each	18.00	\$54.00	2	Each	18.00	\$36.00	5	Each	18.00	\$90.00
42	Criminal Courts Admin Building		Halon		1	Each	18.00	\$18.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
43	Criminal Courts Admin Building		K-Class		1	Each	18.00	\$18.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
44	Cook County Admin Building		Co-Bc		0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
45	Criminal Courts Admin Building Parking Structure		Water	2.5 gallons	2	Each	18.00	\$36.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
46	Wood Street		ABC	10 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
47	Wood Street		ABC	20 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
48	HWY Dist one		ABC	10lbs	0	Each	18.00	\$0.00	2	Each	18.00	\$36.00	0	Each	18.00	\$0.00
49	HWY Dist one		ABC	20 lbs	0	Each	18.00	\$0.00	1	Each	18.00	\$18.00	8	Each	18.00	\$144.00
50	HWY Dist two		ABC	20 lbs	0	Each	18.00	\$0.00	2	Each	18.00	\$36.00	2	Each	18.00	\$36.00
51	HWY Dist three		ABC	5 lbs	0	Each	18.00	\$0.00	2	Each	18.00	\$36.00	0	Each	18.00	\$0.00
52	HWY Dist three		ABC	10 lbs	0	Each	18.00	\$0.00	4	Each	18.00	\$72.00	0	Each	18.00	\$0.00
53	HWY Dist three		ABC	20 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
54	Hwy Dist four		ABC	10lbs	0	Each	18.00	\$0.00	2	Each	18.00	\$36.00	1	Each	18.00	\$18.00
55	Hwy Dist four		ABC	20 lbs	0	Each	18.00	\$0.00	7	Each	18.00	\$126.00	4	Each	18.00	\$72.00
56	Hwy Dist five		ABC	10 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	12	Each	18.00	\$216.00
57	Hwy Dist five		ABC	20 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	4	Each	18.00	\$72.00
58	Domestic Violence Courthouse		ABC	10 lbs	0	Each	18.00	\$0.00	42	Each	18.00	\$756.00	0	Each	18.00	\$0.00
59	Skokie Courthouse		ABC	5 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
60	Skokie Courthouse		ABC	10 lbs	0	Each	18.00	\$0.00	1	Each	18.00	\$18.00	0	Each	18.00	\$0.00
61	Skokie Courthouse		ABC	15 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
62	Skokie Courthouse		ABC	18 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
63	Skokie Courthouse		ABC	30 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
64	Skokie Courthouse		BC	10 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
65	Skokie Courthouse		BC	35 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
66	Rolling Meadows Courthouse		ABC	10 lbs	8	Each	18.00	\$144.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
67	Maywood Courthouse		ABC	5 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	1	Each	18.00	\$18.00

Contract No. 1545-14884

INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS

12 Year Inspections

INSPECTIONS, TESTING, MAINTENANCE, CERTIFICATION AND REPAIRS FOR FIRE FIGHTING SYSTEMS																
12 Year Inspections					2016			2017			2018					
Item	Division	Dorm	Type	Size	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
68	Maywood Courthouse		ABC	10 lbs	1	Each	18.00	\$18.00	0	Each	18.00	\$0.00	63	Each	18.00	\$1,134.00
	Maywood Courthouse		ABC	15 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	9	Each	18.00	\$162.00
69	Stokkie Courthouse		ABC	30lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
70	Stokkie Courthouse		BC	10 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
71	Stokkie Courthouse		BC	35 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
72	Maywood Courthouse		ABC	20 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	4	Each	18.00	\$72.00
73	Maywood Courthouse		ABC	30 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
74	Bridgeview Courthouse		ABC	5 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
75	Bridgeview Courthouse		ABC	10 lbs	7	Each	18.00	\$126.00	3	Each	18.00	\$54.00	23	Each	18.00	\$414.00
76	Bridgeview Courthouse		ABC	20 lbs	0	Each	18.00	\$0.00	1	Each	18.00	\$18.00	0	Each	18.00	\$0.00
77	Markham Courthouse		ABC	5 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
78	Markham Courthouse		ABC	10 lbs	0	Each	18.00	\$0.00	48	Each	18.00	\$864.00	2	Each	18.00	\$36.00
79	Markham Courthouse		ABC	20 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
80	Forensic		ABC	10 lbs	1	Each	18.00	\$18.00	1	Each	18.00	\$18.00	0	Each	18.00	\$0.00
81	Forensic		ABC	20 lbs	4	Each	18.00	\$72.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
82	Hawthorne Warehouse		ABC	10 lbs	1	Each	18.00	\$18.00	120	Each	18.00	\$2,160.00	0	Each	18.00	\$0.00
83	Rockwell Warehouse		ABC	5 lbs	0	Each	18.00	\$0.00	7	Each	18.00	\$126.00	0	Each	18.00	\$0.00
84	Rockwell Warehouse		ABC	10 lbs	13	Each	18.00	\$234.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
85	Rockwell Warehouse		ABC	20 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
86	118 North Clark		ABC	5 lbs	0	Each	18.00	\$0.00	1	Each	18.00	\$18.00	2	Each	18.00	\$36.00
87	118 North Clark		ABC	8 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
88	118 North Clark		ABC	10 lbs	79	Each	18.00	\$1,422.00	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00
89	118 North Clark		Halon	10 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	2	Each	18.00	\$36.00
90	118 North Clark		CO2	10 lbs	0	Each	18.00	\$0.00	0	Each	18.00	\$0.00	2	Each	18.00	\$36.00
91	JTDC-East		ABC	5 lbs	3	Each	18.00	\$54.00	4	Each	18.00	\$72.00	5	Each	18.00	\$90.00
92	JTDC-East		ABC	10 lbs	19	Each	18.00	\$342.00	25	Each	18.00	\$450.00	4	Each	18.00	\$72.00
93	JTDC-East		ABC	20 lbs	0	Each	18.00	\$0.00	2	Each	18.00	\$36.00	0	Each	18.00	\$0.00
94	JTDC-West		ABC	10 lbs	76	Each	18.00	\$1,368.00	4	Each	18.00	\$72.00	0	Each	18.00	\$0.00
95	JTDC-West		Halon	10 lbs	0	Each	18.00	\$0.00	1	Each	18.00	\$18.00	0	Each	18.00	\$0.00

Exhibit I
Identification of Subcontractor/Supplier/Subconsultant Form

Cook County
Office of the Chief Procurement Officer
Identification of Sub Vendor/Supplier/Sub consultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Vendor") will fully complete and execute and submit an Identification of SubVendor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Vendor must complete the ISF for each SubVendor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of SubVendors, Suppliers or Subconsultants, the Vendor must file an updated ISF.

Bid/RFP/RFQ No.: <u>1454-14884</u>	Date: <u>12-9-2015</u>
Total Bid or Proposal Amount:	Contract Title: <u>Inspection testing fire fighting</u>
Vendor: <u>Dependable Fire Equipment</u>	SubVendor/Supplier/ Subconsultant to be added or substitute: <u>None</u>
Authorized Contact for Vendor: <u>Mike Beierle</u>	Authorized Contact for SubVendor/Supplier/ Subconsultant:
Email Address (Vendor): <u>mike@dependablefire.com</u>	Email Address (SubVendor):
Company Address (Vendor): <u>100 LeBaron St. Waukegan IL 60085</u>	Company Address (SubVendor):
City, State and Zip (Vendor): <u>Waukegan IL 60085</u>	City, State and Zip (SubVendor):
Telephone and Fax (Vendor): <u>847-662-8900</u>	Telephone and Fax (SubVendor):
Estimated Start and Completion Dates (Vendor):	Estimated Start and Completion Dates (SubVendor):

Note: Upon request, a copy of all written subVendor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
<u>Fire Protection</u>	<u>\$147,788.50</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Vendor as applicable. The subcontract will in no way hinder the SubVendor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a SubVendor/Supplier/Subconsultant or principal Vendor. This disclosure is made with the understanding that the Vendor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Vendor

Name

Title

Prime Vendor Signature

Date

Exhibit II
Electronic Payables Program Form

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

3. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

4. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Exhibit III
Preference for Veteran's Business Enterprise
and
Service-Disabled Veteran's Business Enterprise Form

VETERAN'S PREFERENCE FOR VBE AND SDVBE**INSTRUCTIONS**

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

_____ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

_____ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

Bidder (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

Exhibit IV
Veteran's Workplace Preference Public Works Contracts Form

**AFFIDAVIT
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

INSTRUCTIONS

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Vendor for a Public Works Contract when such Vendor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. **All Bidders who are requesting this preference must complete this Affidavit.**

DEFINITIONS

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Public Works means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, _____, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

Bidder (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

Exhibit V
Minority-Owned Business Enterprise
and
Women-Owned Business Enterprise Utilization Plan



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

February 2, 2016

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR
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9th District

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10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1545-14884
Inspections, Testing, Maintenance, Certification and Repairs for Fire Fighting Systems
Facilities Management Department

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Dependable Fire Equipment
Contract Value: \$255,521.00
Contract Goal: 12% MBE, 5% WBE

Full M/WBE Waiver Granted: Due to Due to lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. Specifications and necessary requirements performing the contract enable the vendor to utilize MBEs and WBE in accordance with applicable participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

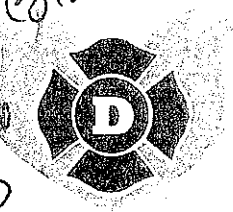
Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/smp

cc: Dan Gizzi, OCPO
Kathy Weiss-Botica Facilities Management
Enclosures: Revised Waiver Justification

Verified
with Brian
2/2/2016
SMB



DEPENDABLE FIRE EQUIPMENT

Chicago - 4802 N. Milwaukee
Chicago, IL 60630
Suburbs - 100 Le Baron St.
Waukegan, Illinois 60085-3025
847 662-8400

February 2, 2016

To Whom It May Concern,

Dependable Fire Equipment is a licensed fire protection company that has been distributing and certifying fire extinguishers for over 40 years. Although we are currently not a certified Woman Business Enterprise, we anticipate obtaining certification in the near future, however until certification is applied for; we would like to request a full waiver for the MBE/WBE participation.

I did search the MBE/WBE directory, and our office was unsuccessful with finding a supplier that could provide the services needed for this contract.

I recently contacted both Calvary Fire Protection Services and City Wide Fire Equipment.

1. Cavalry Fire Protection stated they did not renew the certification with the county and they could not help us.
2. City wide Fire Protection stated in the phone call they the will not be a sub contractor and that they will not help us.

Both companies listed in the directory are unable to help fulfill the needs for the MBE requirements.

Sincerely,

Vanessa Acosta
General Manager

Dependable Fire Equipment
100 Le Baron
Waukegan, IL 60085
Tel. 847-662-8400
Fax. 847-662-8420

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☐ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subVendors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION - FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

☒ **FULL MBE WAIVER**

☒ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation

____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.



(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**



(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the Vendor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**



(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**



(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION



(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**



(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**



(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**



(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**



(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

Exhibit VI
Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages*

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 – 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Vendor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Vendor which has a County Contract and by all subVendors of such Vendor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

NONE

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: _____ No: ✓

- b) If yes, list business addresses within Cook County:

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: ✓

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): NONE

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name Michael Beierle

D/B/A: Dependable Fire Equipment FEIN NO/SSN (LAST FOUR DIGITS): 4138

Street Address: 100 LeBaron

City: Waukegan State: IL

Zip Code: 60085

Phone No.: 847-662-8400 Fax Number: _____

Email: mike@dependablefire.com

Cook County Business Registration Number: NONE
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): NONE

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Paul Zielinski	1224 Beverly Dr. Lake Villa IL 60046	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
None			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
None			

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Mike Beierle

Name of Authorized Applicant/Holder Representative (please print or type)

Michael J. Beierle

Signature

mike@dependable-fire.com

E-mail address

Subscribed to and sworn before me

this 9 day of 12, 2015

Vanessa Acosta

Notary Public Signature

Sales Manager

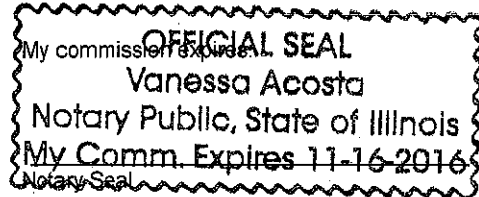
Title

12-9-2015

Date

847-662-8400

Phone Number





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent Vendors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Dependable Fire Equipment

Address of Person Doing Business with the County: 100 LeBaron St. Waukegan IL 60085

Phone number of Person Doing Business with the County: 847-662-8400

Email address of Person Doing Business with the County: mike@dependablefire.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Mike Beierle Sales Manager 847-662-8400

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

1545-14884

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ _____

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Shannon E. Andrews

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☒ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Michael J. Benne
Signature of Recipient

12-9-2015
Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINALS

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Paul Zielinski

President's Name

[Signature]
President's Signature

847-662-8400

Telephone

paul@dependablefire.com
Email

2/3/16
Date

[Signature]
Secretary Signature

Execution by LLC

Member/Manager (Signature)*

Date

Telephone

Email

Execution by Partnership/Joint Venture

Partner/Joint Venturer (Signature)*

Date

Telephone

Email

Execution by Sole Proprietorship

Signature

Date

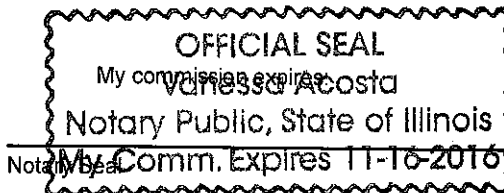
Telephone

Email

Subscribed and sworn to before me this

2 day of February, 2016

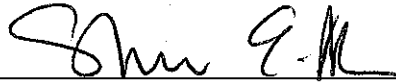
[Signature]
Notary Public Signature



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 5
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 2 DAY OF March, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1545-14884

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 255,521.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2016